Republic of the Philippines
Province of Cavite
City of Bacoor

OFFICE OF THE SANGGUNIANG PANLUNGSOD
RECEIVED
CONTROL No.
BY:
DATE: 06/05/23
TIME: 2:25 PM
CONTACT No.
BACOOR, CAVITE

5th SANGGUNIANG PANLUNGSOD

COMMITTEE REPORT
NO. FBA-133-S-2023

COMMITTEE ON FINANCE, BUDGET AND APPROPRIATION

Subject: **RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE PAYROLL SERVICING AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND DEVELOPMENT BANK OF THE PHILIPPINES (DBP) FOR THE RENEWAL OF THE CITY GOVERNMENT'S PREVIOUS AGREEMENT WITH THE DBP TO ACQUIRE ATM PAYROLL SERVICES FOR THE SALARIES AND BENEFITS OF OFFICERS AND EMPLOYEES OF THE CITY OF BACOOR. - *PCR-292-2023 dated May 22, 2023.***

The proposed City Resolution sought to be approved by the Sangguniang Panlungsod refers to a grant of authority for the City Mayor to enter into and sign the renewal of previous Payroll Servicing Agreement with the Development Bank of the Philippines relative to the ATM payroll services.

In its Indorsement No. 276, Series of 2023, the Office of the City Legal Services forwarded to the City Mayor, Hon. Strike B. Revilla a draft of Payroll Servicing Agreement prepared by the DBP-Bacoor Branch for proper endorsement to the Sangguniang Panlungsod.

During the committee hearing, Atty. Rey Marcus Mendoza manifested that in an Endorsement No. 273 dated April 28, 2023 referred to VP Joel G. Jalbuena, Group Head, BBG Southern Luzon of the DBP, the Office of the City Legal Services, Bacoor City recommends the amendment/revision of some particular items or words in the draft of Payroll Servicing Agreement.

In response and for perusal of the Committee, the DBP representatives submitted the amended draft of Payroll Servicing Agreement which conforms and complies with the recommendation of the Office of the City Legal Services, Bacoor City.

Atty. Mendoza further manifested that the final draft of the agreement will be sent to the Office of the City Treasurer and Human Resource Development and Management Department for review of the verified data and information to be supplied in the agreement.

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RECOMMENDATION:

In view of the foregoing, and considering that the Payroll Servicing Agreement had already been reviewed by the Office of the City Legal Services, Office of the Treasurer, and Human Resource Development and Management Department, the Honorable Members of the Committee hereby recommend ***TO APPROVE*** the City Resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign the Payroll Servicing Agreement (renewal of previous Agreement) between the City Government of Bacoor and Development Bank of the Philippines (DBP) for the salaries and benefits of officers and employees of the city government.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this day of May 2023 at the City of Bacoor, Cavite.

THE COMMITTEE ON FINANCE, BUDGET AND APPROPRIATION

HON. ROGELIO M. NOLASCO
Chairman

HON. CATHERINE S. EVARISTO
Vice Chairperson

HON. REYNALDO D. PALABRICA
Member

HON. VICTORIO L. GUERRERO, JR.
Member

Prepared by:

ROBERTO A. DE GUZMAN
Local Legislative Staff Assistant I

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Province of Cavite
City of Bacoor

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5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON FINANCE, BUDGET AND APPROPRIATION

EXCERPT FROM THE MINUTES OF REGULAR SESSION

NO. FBA-133-S-2022

Subject: **RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE PAYROLL SERVICING AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND DEVELOPMENT BANK OF THE PHILIPPINES (DBP) FOR THE RENEWAL OF THE CITY GOVERNMENT'S PREVIOUS AGREEMENT WITH THE DBP TO ACQUIRE ATM PAYROLL SERVICES FOR THE SALARIES AND BENEFITS OF OFFICERS AND EMPLOYEES OF THE CITY OF BACOOR. - *PCR-292-2023 dated May 22, 2023.***

Honorable Rowena B. Mendiola, City Vice Mayor /Presiding Officer called the 45th Regular Session to order.

Atty. Khalid Atega, Jr., Secretary of the Sangguniang Panlungsod, proceeded with the roll call, the approval of the Journal and Minutes of the 41st Regular Session, and the reading of the referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

On motion by Honorable Rogelio M. Nolasco which was unanimously seconded by the majority of the Honorable Members of Sangguniang Panlungsod, the internal rules were suspended.

Upon reading and referral of Agenda Item No. G.2.2 - PCR-292-2023- **"RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE PAYROLL SERVICING AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND DEVELOPMENT BANK OF THE PHILIPPINES (DBP) FOR THE RENEWAL OF THE CITY GOVERNMENT'S PREVIOUS AGREEMENT WITH THE DBP TO ACQUIRE ATM PAYROLL SERVICES FOR THE SALARIES AND BENEFITS OF OFFICERS AND EMPLOYEES OF THE CITY OF BACOOR. ",** Honorable Rogelio M. Nolasco moved for the approval of the City Resolution.

Republic of the Philippines
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5th SANGGUNIANG PANLUNGSOD

The motion was unanimously seconded by the majority of Honorable Members of the 5th Sangguniang Panlungsod. The proposed City Resolution authorizing the City Mayor to sign the Payroll Servicing Agreement with the DBP was ***APPROVED.***

The regular session was closed and adjourned at 11:28 A.M.

Prepared by:

EDGARDO B. NOLASO
Clerk

Attested by:

HON. ROGELIO M. NOLASCO
Chairman
Committee on Finance, Budget and Appropriation

Republic of the Philippines
Province of Cavite
City of Bacoor

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BACOOR CAVITE

5th SANGGUNIANG PANLUNGSOD

Committee on Finance, Budget and Appropriation

COMMITTEE HEARING MINUTES
NO. FBA-133-S-2023

Subject: ***RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE PAYROLL SERVICING AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND DEVELOPMENT BANK OF THE PHILIPPINES (DBP) FOR THE RENEWAL OF THE CITY GOVERNMENT'S PREVIOUS AGREEMENT WITH THE DBP TO ACQUIRE ATM PAYROLL SERVICES FOR THE SALARIES AND BENEFITS OF OFFICERS AND EMPLOYEES OF THE CITY OF BACOOR. – PCR-292-2023 dated May 15, 2023.***

Present:

Committee on Finance, Budget and Appropriation

Hon. Coun. Rogelio M. Nolasco	-	Chairman	
Hon. Coun. Palabrica	-	Member	- Via Telephone

5th Sangguniang Panlungsod Members

Hon. Coun. Levy Tela	-	Member

Resource Persons:

Atty. Rey Marco Mendoza	-	Office of City Legal Services
Ms. Noralyn Gayamo	-	Office of City Legal Services
Ms. Brigida S. Santos	-	Office of the City Treasurer
Ms. Natividad Ludwig I. Ople	-	Human Resources Development and Management Department
Ms. Shereen L. Esmillo	-	Development Bank of the Philippines
Mr. John Nero R. Abel	-	Development Bank of the Philippines

Hon. Coun. Nolasco: States the "Resolution authorizing the City Mayor, Hon. Strike B. Revilla to sign the Payroll Servicing agreement between the City Government of Bacoor and Development Bank of the Philippines (DBP) for the renewal of the City Government's previous agreement with DBP to acquire ATM Payroll Services for the salaries and benefits of officers and employees of the City of Bacoor."

Hon. Coun. Rogelio M. Nolasco: "Bago po natin ipagpatuloy ang pagdinig, ipinapakilala ko po sa inyo si Hon. Coun. Levy Tela at pwede pong mag pakilala tayo isa isa for record purposes the name and Position of the Resource Persons."

Hon. Coun Nolasco: "Mam ang pag uusapan po natin ay tungkol sa renewal kaya mamaya po ay tatanungin natin ang ating HR Department at Legal Services tungkol po doon sa inyong request. So, Atty. Rey Marco Mendoza would like to share the opinion regarding doon sa Memorandum of Agreement."

Atty. Rey Marco Mendoza: "Actually itatanong ko po uli, we submitted endorsement letter number 273 dated April 28, 2023 addressed to Mr. Jalbuena then we received feedback last May 12, 2023 that the particular comments of ours are still pending with your Legal Services. We are still waiting the feedback, because we noticed that few provisions of the contract have to be advantageous to both parties. Like yung indemnifications, even yung venues of the hearing it has to be either in Makati or Bacoor as options of the party para at least advantageous on the part of the city. Yung iba naman po ay for clarification lang, like yung account number at pag designate po kay Mam Naty as HR Head and serve as focal person for this particular matter of MOA. "

Ms. Shereen L. Esmillo: "Sa ngayon po hindi lang kasi maka attend si Sir Santos po pero kahapon po nag follow up po siya sa aming Legal Services Department, kahapon po nagbigay na rin ng reply yung Legal Department. So, ni revise po namin yung mga request po ninyo at nag agree po naman yung Legal, may inedit na sa MOA based po doon sa request kaya for your review na po."

Atty. Rey Marco Mendoza: "Thank you po. Like for example, you have provision to the MOA like Corporate Secretary is not applicable for Local Government kasi for Corporation lang siya. In essence yes, for Public Corporation but wala kaming ganoong klasing position kasi applicable lang siya for Private Corporation."

Ms. Shereen L. Esmillo: "Yung tungkol po sa particular na request natin tungkol po sa Corporate Secretary po bali hindi po siya inedit kasi mayroon naman daw pong nakalagay na **OR** authorize representative."

Atty. Rey Marco Mendoza: "Ah yun lang, we just want to make sure na yun talaga kasi kung may **OR** kasi parang may options, we just wanted to be

exclusive na lang sana yung contract with LGU. But okey lang kung naandoon parin siya so, look as may or na walang conjuctive words."

Ms. Shereen L. Esmillo: "Bali eto po yung revised copy po for your review po."

Atty. Rey Marco Mendoza: "Thank you po Mam. Is it possible pwede ho bang makahingi kami sa inyo ng soft copy? "

Ms. Shereen L. Esmillo: "Okey po Atty."

Atty. Rey Marco Mendoza: "Kasi we will be sending it to our City Treasurer's to confirm, and Mam Naty for the account number just to be sure na yun pa rin po ang account number. Would you provide us a Secretary Certificate as annex B po and please coordinate with the HRD the account number."

Hon. Coun. Nolasco: "Matanong ko lang po Mam Naty mostly ang iba nating empleyado ay nasa Land Bank so, ano ba po ang marami sa ating empleyado na naka ATM sa Land Bank po ba o sa DBP?"

Ms. Natividad Ludwig I. Ople: "Lahat naman po ay naka ATM ang Permanent, Casual, Coterminus at Elected Officials naka ATM with Land Bank pero meron narin po tayong existing MOA sa DBP na for implementation na lilipat tayo sa DBP. Now binilang kong difference ng merong ATM account na naissue na rin po for those employees na nag apply na ng regular ATM account na po iyun ngayon for renewal natin. Yung previous pong contract natin ay prepaid DBP account so, may certain modifications lang po magiging regular na rin po para sa Job Order, yun nga lang po halos kalahati parin po yung for releasing ng ATM for Job Order kasi masyadong mabilis din po yung turn over or pag alis ng ating Job Order minsan naaabutan. But with the regular ATM for the purpose and subject of this matter mas mabilis na po ang releasing ng ATM as stated within 3 to 5 days lang as compared with current fixed month?"

Hon. Coun. Nolasco: "Thank you Mam Naty, Mam Esmillo, tanong ko lang po. Paano kung halimbawa yung ATM ay nawala, kinain ng machine or nasira paano po ang pag rerenew noon?"

Ms. Shereen L. Esmillo: "Sir meron po kaming form na kailangang i fill up ng client. Ang policy po talaga kailang pupunta po yung client sa office pero since meron naman po tayong outgoing documents po, pwede po kaming

mag iwan ng forms sa HR nyo para sa empleyado tapos may pumupunta naman kaming teller dito everyday pwede na rin pong i pick up yung documents."

Hon. Coun. Nolasco: "So regular na mayroon kayong staff na pupunta doon sa HR department at sila ang cocontact sa inyo kung may documents na for pick up? Gaanong katagal din ang releasing ng ATM noon? Pwede bang kuhanin ng individual?"

Ms. Shereen L. Esmillo: "Ganoon din po 3 to 5 days minsan po 7 days depende po sa courier po. Kapag po dumating sa amin ang card i dedeliver naman po namin sa LGU nyo."

Hon. Coun. Nolasco: "Okey kayo mag dedeliver dito once na dumating sa inyo. Any other comments po sa lahat?"

Atty. Rey Marco Mendoza: "In case po na ma release na yung resolution approved by the Sanggunian, may target date po ba kayo sa contract signing? Do you prefer the usual process of signing we will send to you the physical copy of the contract with counter signed or do you prefer a face to face signing? Kasi minsan si Mayor ni rerequest nya ang face to face signing, kung ano po ang mas convenient sa inyo.?"

Ms. Shereen L. Esmillo: "Mas mabuti po yung face to face signing po para po may seremonya."

Atty. Rey Marco Mendoza: "Okey po we will coordinate po to the office of the Mayor through the SP Secretariat to check the availability of the Mayor. Kayo po ba ang mag pi print nitong final copy? Kasi sa po sa Logo nitong contract?"

Ms. Shereen L. Esmillo: "Kami na po ang mag pi print"

Atty. Rey Marco Mendoza: "Sige po, once na nareceived nyo na yung final draft paki indicate na po yung details dito at paki attach na po yung mga attachment na kailangan dito. Kailangang ma forward na po sa office namin para ma counter sign ng aming department head before we proceed to actual signing."

Hon. Coun. Nolasco: "Thank you Atty. Kayo po Mam Esmillo, kayo na po ang magdadala ng final MOA sa office ni Atty?

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Ms. Shereen L. Esmillo: "Three copies po"

Hon. Levy Tela: "Since there is no other matter to be discussed, I move for the adjournment of this hearing.

Hon. Coun. Nolasco: "Motioned approve."

The Hearing adjourned at 1:26 P.M.

Prepared By:

EDGARDO B. NOLASCO
CLERK

Attested By:

COUN. ROGELIO M. NOLASCO
Chairman

Republic of the Philippines
Province of Cavite
City of Bacoor

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BY:
DATE: 06/05/23
TIME: 2:25 PM
CONTACT NO
BACOOR, CAVITE

5th SANGGUNIANG PANLUNGSOD

Committee on Finance, Budget and Appropriation

ATTENDANCE OF COMMITTEE HEARING

May 25, 2023 / 1:00pm
Sangguniang Panlungsod Conference Room

RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE PAYROLL SERVICING AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND DEVELOPMENT BANK OF THE PHILIPPINES (DBP) FOR THE RENEWAL OF THE CITY GOVERNMENT'S PREVIOUS AGREEMENT WITH THE DBP TO ACQUIRE ATM PAYROLL SERVICES FOR THE SALARIES AND BENEFITS OF OFFICERS AND EMPLOYEES OF THE CITY OF BACOOR. **PCR-292-2023 dated May 15, 2023.**

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
Nelinda Milag Ayle	HRDMO	0906341785	May 25, 2023
BRIGIDA S. SANTOS	CTO	481-4100 loc. 338	5/25/23
CHERRY L. TOMILLO	DBP	09175302385	
JOHN MERO K. MAL	DBP	09153098476	
ATTY ROY MARCO BENDOR	Legal		
MORALYN GAYOMO	Legal		
HON. ROGELIO "ROK" M. MOLACO	SP		
HON. LEVY TELA	SP		

Republic of the Philippines
Province of Cavite
City of Bacoor

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CONTROL NO.
BY:
DATE: 06/05/23
TIME: 2:25 PM
CONTACT NO.
BACOOR, CAVITE

5th SANGGUNIANG PANLUNGSOD

Committee on Finance, Budget, and Appropriation

NOTICE OF COMMITTEE HEARING
(PROOF OF RECIEPT)
May 25, 2023 / 1:00 pm
Sangguniang Panlungsod Conference Room

RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE PAYROLL SERVICING AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND DEVELOPMENT BANK OF THE PHILIPPINES (DBP) FOR THE RENEWAL OF THE CITY GOVERNMENT'S PREVIOUS AGREEMENT WITH THE DBP TO ACQUIRE ATM PAYROLL SERVICES FOR THE SALARIES AND BENEFITS OF OFFICERS AND EMPLOYEES OF THE CITY OF BACOOR. **PCR-292-2023 dated May 15, 2023.**

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
HON. CATHERINE S. EVARISTO	SP		
HON. REYNALDO D. PALABRICA	SP	09385929105	5-22-23
HON. VICTORIO L. GUERRERO, JR.	SP	09171881861	5/22/2023
ATTY. EDITH C. NAPALAN	CTO	218	5-22-23
MS. NATIVIDAD LUDWIG I. OPLE	HRDMD	407	5-22-23
MR. JOEL G. JALBUENA	DBP	0995-072-8486	for

Republic of the Philippines
PROVINCE OF CAVITE
City of Bacoor

OFFICE OF THE SANGGUNIANG PANLUNGSOD

OFFICE OF THE SANGGUNIANG PANLUNGSOD
RECEIVED
CONTROL No. d
DATE: 05/22/23
TIME: 2:30 PM
CONTACT No
BACOOR, CAVITE

COMMITTEE HEARING SCHEDULE

COMMITTEE ON FINANCE, BUDGET AND APPROPRIATION

Date/Time: **May 25, 2023 (Thursday) 1:00 P.M.**
Venue: **Bacoor Legislative and Disaster Resilience, 6th floor Conference Room, Sangguniang Panlungsod.**

Subject: PCR-292-2023 – **RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE PAYROLL SERVICING AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND DEVELOPMENT BANK OF THE PHILIPPINES (DBP) FOR THE RENEWAL OF THE CITY GOVERNMENT'S PREVIOUS AGREEMENT WITH THE DBP TO ACQUIRE ATM PAYROLL SERVICES FOR THE SALARIES AND BENEFITS OF OFFICERS AND EMPLOYEES OF THE CITY OF BACOOR.**

Prepared by:

Edgardo B. Nolasco
Staff
0928-788-5684

OFFICE OF THE VICE MAYOR
RECEIVED
BY: Gemma Y. Villavicencio
DATE: 05/22/2023
3:03 pm
BACOOR, CAVITE

Noted by:

For: **HON. ROGELIO "BOK" M. NOLASCO**
City Councilor
Chairman, Finance, Budget
And Appropriation

Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the Mayor

May 5, 2023

OFFICE OF THE SANGGUNIANG PANLUNGSOD
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BY: Shegina/L
DATE: 05/08/23
TIME: 10:05 AM
CONTROL NO.
BACOOR CAVITE

HON. ROWENA BAUTISTA-MENDIOLA
Vice Mayor, City of Bacoor
Bacoor Government Center
Bacoor City, Cavite

THRU: **Atty. Khalid Atega, Jr.**
Sangguniang Panlungsod Secretary

SUBJECT: **Request for Authority to Enter Into and Sign the Payroll Servicing Agreement with Development Bank of the Philippines**

Dear Hon. Bautista-Mendiola:

Per Indorsement No. 276, Series of 2023, issued by the Office of the City Legal Service, requesting the undersigned for endorsement and request for the proper authority to enter into and sign the Payroll Servicing Agreement with the Development Bank of the Philippines, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate action that will grant me the authority to enter into and sign the abovementioned Memorandum of Agreement. The said agreement involves renewal of the City Government's previous agreement with the DBP to acquire DBPs ATM payroll services for the salaries and benefits of the officers and employees of the City.

Attached herewith is the aforementioned letter, together with its attachments, for your immediate reference.

Sincerely yours,

STRIKE B. REVILLA
City Mayor

Office of the Mayor
Strike B. Revilla
SBR20230588

Republic of the Philippines
Province of Cavite
CITY OF BACOOR

OFFICE OF THE CITY LEGAL SERVICE

INDORSEMENT NO. 276, SERIES of 2023

TO : **Hon. STRIKE B. REVILLA**
City Mayor

Thru: **Atty. PAUL MICHAEL G. SANGALANG**
Office of the Mayor

Recieved by: NADIA P. MACIAS Mayor's Office 3:03 5/2/2023

SUBJECT : **Request for Endorsement to the Sangguniang Panlungsod**

DATE : 02 MAY 2023

On 07 October 2019, the Sangguniang Panlungsod adopted City Resolution No. CR 2019-100B, Series of 2019 (attached herewith as Annex "A") authorizing the City Government of Bacoor (the City) to enter into a Payroll Servicing Agreement (Agreement) with the Development Bank of the Philippines (DBP) to obtain their services and comply with the payroll servicing requirements for public entities. The Agreement intended to procure DBP's ATM payroll services for the salaries and benefits of the officers and employees of the City.

Presently, the City and DBP seeks to renew the said Agreement. On 24 April 2023, this Office received a Draft Payroll Agreement from DBP-Bacoor Branch (attached herewith as Annex "B", for your reference).

In view of the foregoing, this Office hereby requests the Office of the City Mayor to endorse this measure to the Sangguniang Panlungsod and request for the proper authority to enter into and sign the Payroll Servicing Agreement with Development Bank of the Philippines. Please be advised that the said draft is still subject for discussion and review.

Thank you for your assistance.

RESPECTFULLY,

ATTY. JESILY DARLA MAE G. GUTIERREZ
Office of the City Legal Service

CC: ATTY. EUGENE L. DE JESUS
City Legal Officer
Office of the City Legal Service

ANNEX "A"

CITY RESOLUTION NO CR 2019-100B
Series of 2019

A RESOLUTION AUTHORIZING THE CITY MAYOR HON LANI MERCADO-REVILLA TO SIGN AND ENTER INTO A PAYROLL SERVICING AGREEMENT WITH THE DEVELOPMENT BANK OF THE PHILIPPINES (DBP) FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOOR

Hon Reynaldo D Palabrica

Hon Rowena Bautista-Mendiola Hon Alde Joselito F Pagulayan

WHEREAS

WHEREAS

WHEREAS

NOW THEREFORE

BE IT RESOLVED AS IT IS HEREBY RESOLVED

RESOLVED LASTLY

HON CATHERINE SARINO-EVARISTO

ATTY KHALID A ATEGA JR

HON LANI MERCADO-REVILLA

ANNEX "B"

Payroll Servicing Agreement

☐ Without KYC Outsourcing Arrangement
☑ With KYC Outsourcing Arrangement

KNOW ALL MEN BY THESE PRESENTS:

This Payroll Servicing Agreement (the "Agreement") made and entered into this day of , 20 by and between

, duly constituted and existing under the laws of the Republic of the Philippines with office and postal address at , represented by , duly authorized for the purpose per No dated (attached as Annex) hereinafter referred to as the "**CLIENT**"

and

DEVELOPMENT BANK OF THE PHILIPPINES, a government financial institution created and operating pursuant to the provisions of Executive Order No. 81 otherwise known as the 1986 Revised Charter of the Development Bank of the Philippines, as amended by Republic Act No. 8523 dated February 14, 1998, with principal office at Sen. Gil J. Puyat Ave. corner Makati Ave., Makati City, herein represented by , duly authorized for the purpose per Secretary's Certificate No dated (attached as Annex) hereinafter referred to as "**DBP**"

(also referred to individually as the "Party" and collectively the "Parties")

WITNESSETH

WHEREAS, the **CLIENT** desires to obtain the services of a banking entity in order to meet its payroll servicing requirements

WHEREAS, one of the banking services provided by **DBP** is the servicing of payroll requirements of public and private entities through the Automated Teller Machine (ATM) and as such, **DBP** is willing to extend to the **CLIENT** said ATM payroll services whereby the salaries and other benefits due to the officers and employees of the **CLIENT** shall be credited to their respective accounts with **DBP** (the "Service") on a specific date ("Payroll Credit Date"), subject to the terms and conditions as may be mutually agreed upon by the Parties herein

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree and stipulate as follows

I. WITHOUT KYC OUTSOURCING ARRANGEMENT

OPENING OF CURRENT AND/OR SAVINGS ATM PAYROLL ACCOUNTS (the "ATM Account")

1. The **CLIENT** shall maintain a Current / Savings Account with **DBP** with a minimum maintaining balance of **PESOS: (Php)** at any given time

2. At the onset, the **CLIENT** shall submit a list of its officers and employees who will open an account with **DBP** as duly authenticated or certified by the **CLIENT's** Corporate Secretary or its Authorized Officer. On the other hand, an endorsement letter shall be provided by the **CLIENT** to **DBP** for its succeeding newly hired employees who will open an ATM Account

3. The CLIENT shall submit a Board Resolution / Secretary's Certificate / or its equivalent document designating its Authorized Signatories / Authorized Officer and attesting to the authenticity of the respective signatures of such Authorized Signatory / Authorized Officer. Any change thereto shall be immediately communicated by the **CLIENT** to **DBP** in writing as duly supported by accompanying Board Resolution covering such changes made

4. The **CLIENT** shall advise its officers and employees of its availment of the payroll service of **DBP** under this Agreement and shall accordingly direct its Officers and Employees to open a Current / Savings ATM Account with DBP

5. The ATM Account opened by the **CLIENT's** officers and employees under this Agreement shall be exclusively under their name and the said officers and employees shall be bound by all the rules and regulations prescribed by **DBP** for ATM accounts and the maintenance thereof as well as by the pertinent provisions of this Agreement and the existing banking laws, rules and regulations

   The **CLIENT** shall be responsible in making its officers and employees abide by the provisions of this Agreement

6. The **CLIENT** shall notify its concerned employee-s or officer-s to personally update his/her records with **DBP** in the event of change-s on his/her personal data immediately from receipt of such notification

7. The Current / Savings ATM Payroll Accounts provided and opened by **DBP** for the **CLIENT's** officers and employees shall be accessible from any of ATM Network facilities of **DBP** or any of the other member banks of Banknet.

8. The **CLIENT's** officers and employees shall be required to have an initial deposit/ a daily balance requirement of **PESOS: ONE HUNDRED (Php100.00)** in their ATM Payroll Accounts.

II. WITH KYC OUTSOURCING ARRANGEMENT

OPENING OF CURRENT AND/OR SAVINGS ATM PAYROLL ACCOUNTS (the "ATM Account")

The Parties may resort to outsourcing arrangement in accordance with existing "Know-Your-Client" (KYC) standards set by law, regulations and any amendment or revision thereof should the circumstances of the Agreement warrant such, in which case, said arrangement shall be governed by the following terms and conditions as may be applicable

1. **DBP** subject to existing rules on outsourcing of specified banking activities, hereby authorizes the **CLIENT** to conduct the required face-to-face contact and the required personal interview and gather the minimum information and/or documents required by the Bank on the **CLIENT**'s officers and employees who will open an ATM Account with **DBP**, provided that the ultimate responsibility of knowing the **CLIENT**'s officers and employees and for keeping the identification documents shall lie with **DBP** and subject to compliance with the following conditions

   a. The **CLIENT** has a reliable and acceptable customer identification system and training program in place.

   b. Ensure that the employees or representatives of the **CLIENT** gathering the required information/documents of, and/or conducting face-to-face contact with the **CLIENT's** officers and employees undergo equivalent training program as that of DBP's own employees undertaking a similar activity covering therein pertinent provisions relevant to the outsourced activity. For this purpose the **CLIENT** and **DBP** agree to conduct the necessary training program to ensure that the CLIENT is informed about DBP's KYC requirements and the proper conduct of customer identification

   c. **DBP** shall monitor and conduct annual review of the performance of the **CLIENT** to determine whether or not to continue with the arrangement

   d. Exercise of the required due diligence by the **CLIENT** in obtaining the minimum required information including the confirmation of these information from documents submitted by its officers and employees in compliance with the Know Your Client/Client Due Diligence Policy.

   e. Turn-over by the **CLIENT** of all identification information and/or documents to **DBP** within a period not exceeding ninety (90) calendar days from the date of the employee's accomplishment of the DBP KYC record forms as indicated by the date of signing; and

   f. **DBP** shall carefully review the abovementioned documents

2. Under such a set-up, **DBP** shall provide the **CLIENT** with account opening forms and signature cards to be accomplished by its officers and employees to be covered by the payroll servicing arrangement. The **CLIENT** shall confirm all the ATM account opening of its officers and employees and shall hold **DBP** free and harmless from any claims arising from misrepresentation in the opening of the account.

3. The **CLIENT** hereby unconditionally agrees to properly identify its officers and employees who will be opening accounts with **DBP** in accordance with the existing risk-based KYC standards set by prevailing laws, regulations and **DBP**'s Money Laundering and Terrorism Financing Prevention Program (MTPP) and any amendment or revision thereof.

4. The **CLIENT** shall be responsible for applying the identification procedures and obtainment of the identification requirements, including face-to-face contact of

its officers and employees in accordance with the KYC requirements of Republic Act No 9160 otherwise known as the "Anti-Money Laundering Act of 2001", as amended by Republic Act Nos 9194 10167 10365 10927 its Revised Implementing Rules and Regulations, relevant BSP regulations covering AMLA and **DBP**'s MLPP and its revisions and amendments

For this purpose, the **CLIENT** warrants the true identity of its officers and employees and the correctness of the personal information provided.

5 The **CLIENT**, through its duly appointed Authorized Representative, shall submit to **DBP** the following

a List of officers and employees of the **CLIENT** duly authenticated/certified by the **CLIENT's** Corporate Secretary or its Authorized Officer.

b Certified true copy of unexpired valid and photo-bearing identification cards of the listed **CLIENT** officers and employees the designated authorized signatories and the Corporate Secretary

c Board Resolution / Secretary's Certificate or its equivalent document designating its Authorized Signatories and Authorized Officer as may be applicable and attesting to the authenticity of the respective signatures of such Authorized Signatory / Authorized Officer Any change thereto shall be immediately communicated by the **CLIENT** to **DBP** in writing as duly supported by accompanying Board Resolution covering such changes made:

d Duly accomplished specimen signature cards with 1x1 photo, ATM card application Customer Information File Record and Deposit Record Form duly authenticated and certified by the **CLIENT**'s Corporate Secretary or its Authorized Officer

6 **DBP** shall only accept and facilitate the opening of the ATM accounts of the **CLIENT**'s officers and employees after **DBP** has verified the identity of the officers and employees as against the identification cards issued by the **CLIENT** and/or such other identification requirements as may be acceptable to **DBP** and subject to the terms and conditions of this Agreement and upon submission of duly accomplished Signature Cards Customer Information File Record and Deposit Record Form duly authenticated by the **CLIENT's** Corporate Secretary or its Authorized Officer

7 Updating of account and KYC records shall be personally updated by the **CLIENT**'s officers and employees based on **DBP's** prescribed frequency (but not to exceed once every three (3) years) and/or upon receipt of **DBP**'s notification requiring an update of such KYC records based on **DBP** policies

III. RELEASE OF ATM CARDS AND PIN MAILERS

1 The ATM cards and PIN Mailers of the officers and employees of the **CLIENT** shall be made available within 3-5 banking days after the requirements for account opening have been complied with

2 The ATM cards and PIN Mailers shall be released to the officers and employees of the **CLIENT** by a **DBP** representative

3. Release of ATM cards and PIN mailers through the **CLIENT**'s officers and employee's representative shall be allowed by **DBP** upon submission of an authorization letter and copy of valid identification documents from the **CLIENT**'s officers and employees and their authorized representative. **DBP** reserves the right to refuse any request for release if the documents submitted fail to pass the validation and verification test conducted by **DBP**.

IV. PAYROLL CREDITING OPERATIONS

1. **DBP** shall provide the **CLIENT** with a list of the assigned account numbers for the **CLIENT's** officers and employees. Consequently, all **CLIENT**'s officers and employees shall execute a Waiver of their rights under the Republic Act No. 1405, otherwise known as the Law on Secrecy of Bank Deposits, as amended.

2. The **CLIENT** shall inform **DBP** of any changes, addition or deletion in the original list of its officers and employees in writing and signed by its authorized signatory/ies at least seven (7) banking days before the payroll period.

   Newly on-boarded officers and employees should be subjected to the requisite conduct of KYC prior to opening of the payroll account. Updates made regarding pertinent information of an officer or employee should likewise trigger prompting of updating of corresponding customer records.

3. The **CLIENT** shall transmit the Payroll File via Uploading in the **DBP's** Digital Banking Portal or any other electronic means as agreed upon by the Parties in the correct form and manner as prescribed by **DBP.** The **CLIENT** shall be solely responsible for ensuring the accuracy and completeness of all information in the Payroll File.

4. **DBP** shall be under no obligation or liability to proceed with any payment instruction unless and until the **CLIENT**'s account has sufficient funds. Only cleared and withdrawable balances shall be considered for financial transactions.

5. If the Payroll Credit Date falls on a Saturday, Sunday or holiday, the Payroll Credit Date shall be the succeeding banking day.

6. Alternatively, the following activities shall be performed by the **CLIENT** and **DBP** Servicing Branch based on the Manual Processing of Payroll Services:

   a. The crediting of payroll to the individual accounts of officers and employees of the **CLIENT** shall be scheduled every and days of the month or on any regular banking day specified by the **CLIENT** in its Letter of Instruction (LOI) (the "Payroll Credit Date").

   b. The **CLIENT** shall fund its Current / Savings Account No. . thru cash, other Bank's Manager's Check, or thru electronic bank to bank transfer for the total amount of the payroll for every payroll period at least ( ) days before the Payroll Credit Dates.

   c. The **CLIENT** shall authorize **DBP** to debit its Current / Savings Account No. for the total amount of the payroll for the payroll period for crediting to the respective ATM Payroll Accounts of its individual officers and employees. The **CLIENT** shall send through fastest means at least ( ) banking day's before the Payroll Credit Date.

c.1 Authority to Debit the **CLIENT** account and credit to ATM Payroll Accounts:

c. The **CLIENT** shall transmit the Payroll File physically or via electronic means as agreed by both Parties in the correct form and manner as prescribed by **DBP** at least one (1) banking day prior to the Payroll Credit Date. The **CLIENT** shall be solely responsible for ensuring the accuracy and completeness of all information in the Payroll File.

7. **DBP** shall not be liable for any loss or damage as a result of inaccurate or incomplete payroll file information uploaded in the DBP's Digital Banking Portal or transmitted via other electronic means.

8. **DBP** shall not be liable for any cause beyond its control such as but not limited to (i) undetected problems not discovered by regular maintenance, (ii) unforeseen hardware failures of computers telecommunication electrical, and/or network systems (iii) computer hardware or software malfunction/destruction which may be caused by malicious computer hacking viruses bugs and/or worms (iv) related/incidental problems that may be attributed to the services provided by any service provider or information service provider and/or (v) fortuitous event and other related incidents.

9. The **CLIENT** shall immediately advise **DBP** in the event of expiration of the term or termination of the service of any of its officers and employees with a DBP ATM Payroll Account along with the instruction to close the account. Upon receipt of such written advice **DBP** shall immediately close the account and issue a Manager's Check payable to the **CLIENT**'s officer or employee representing the balance.

10. **DBP** shall have the right to close the Current / Savings ATM Payroll Account of any officer or employee of the **CLIENT** if the same is not maintained in a manner satisfactory to **DBP** and in accordance with applicable regulations.

V. WITHDRAWAL FROM ATM PAYROLL ACCOUNTS

1. Withdrawals from the **CLIENT** officers and employees accounts can be made at any of **DBP**'s Automated Teller Machines (ATMs) both "on-site" and "off-site" wherein withdrawals made are free of any charges and at any ATM facilities of Bancnet member banks with corresponding charges.

2. Withdrawals from the ATM account must conform to the existing policies on withdrawals of **DBP**.

3. Once the officer's and employee's accounts have been credited in accordance with this Agreement any request subsequent debits or hold instruction should be supported by a written request from the **CLIENT**. **DBP** can only debit or place on hold an amount that is equivalent to the last payment amount credited or the available balance whichever is lower.

VI. CLIENT'S WARRANTIES

1. The **CLIENT** warrants and represents to **DBP** that:

a. It has secured the written consent of its officers and employees for the payment of their salaries or wages and other benefits through **DBP**'s ATM facility.

b. It certifies the existence and identity of its officers and employees whom it endorsed for payroll account opening with **DBP**.

c. It shall hold **DBP** free and harmless from any claims and/or actions that may be filed by the officers or employees regarding the payment of their salaries or wages through the use of **DBP**'s ATM facility.

d. It certifies that it has taken all the appropriate and necessary action to get the authority to execute and deliver this Agreement.

e. It shall consistently notify **DBP** in a timely manner, all noted occurrences of expiration or termination from service of any of its officials or employees who are maintaining a DBP Payroll Account through a written advice and with instruction to close the account. **DBP**, in turn, shall immediately close the subject payroll account and issue a Manager's Check payable to the employee or official for the balance.

VII. **DATA SHARING** – DBP and the CLIENT shall, at all times, comply with the provisions of Republic Act No. 10173 or the "Data Privacy Act of 2012" ("The Act"), its Implementing Rules and Regulations ("IRR") and all other laws and government issuances which are now or will be promulgated relating to data privacy and the protection of personal information and/or sensitive personal information. Both Parties, its officers, employees and representatives shall, among others ensure that it has the necessary infrastructure, processes and policies to fully and sufficiently protect the integrity, accuracy, security and confidentiality of personal data that may be collected, processed, stored, transferred and disposed of by such Party in relation to this Agreement.

VIII. **DATA PROTECTION** Unless prohibited by applicable law, the Receiving Party may disclose client information to third parties providing services on its behalf who may collect, use, transfer, store or otherwise process it (collectively "Process") in the various jurisdiction in which they operate either for purposes related to the Services, and/or to check conflicts, for quality, risk management or financial accounting purposes and/or the provision of other administrative support services (collectively "Process Purposes") provided that the written consent of the Disclosing Party has been secured, and provided further that the Receiving Party and third parties to whom the Confidential Information were disclosed shall strictly adhere to the confidentiality of the information and comply with the provisions of Republic Act No. 10173 or "the Data Privacy Act of 2012", its Implementing Rules and Regulations ("IRR") in relation to the processing, retention, disposal, notification of data breach and others, and all other laws and government issuances. The Receiving Party shall be responsible for maintaining the confidentiality of information.

However, the written permission of the Disclosing Party shall not be required when the sharing or disclosure of Personal Data is in connection with (a) the submission of Covered Transaction Reports (CTRs) and Suspicious Transaction Reports (STRs) to the Bangko Sentral ng Pilipinas (BSP) and the Anti-Money Laundering Council (AMLC) in compliance with Republic Act (RA) No. 9160 otherwise known as Anti-Money Laundering Act of 2001, as amended and relevant BSP regulations; and (b) an examination of either Party by the BSP pursuant to R.A. 9160 and relevant issuances.

With respect to the submission, collection and processing of the personal data of data subjects that may be affected by this Agreement the Party collecting/processing/sharing personal data represents that it has (i) informed said data subjects of the purpose/s for which his/her/their personal data have been submitted, collected and processed as well as his/her/their rights as data subjects; and (ii) obtained consent from the said data subjects for the collection and processing of his/their personal data/information in accordance with the Data Privacy Act of 2012 and its IRR

IX. NO GIFT POLICY

The Parties acknowledge that no fee or commission or benefit was extended to their respective officers and employees in consideration for entering into this Agreement

X. MISCELLANEOUS PROVISIONS/EFFECTIVITY

1. This Agreement shall take effect upon execution of the contract for a period of one (1) year and shall be automatically renewed for another one (1) year and thereafter unless otherwise terminated, amended, modified, or supplemented in writing upon mutual consent of the Parties

2. This Agreement may be terminated by either Party for any cause by giving thirty (30) days prior written notice to the other Party

3. The **DBP Servicing Branch** shall likewise monitor and conduct annual review of the profitability in the form of call report and performance of the **CLIENT** to determine whether or not to continue the service

4. Except as specifically provided for above, all other policies, procedures, terms and conditions of **DBP** regarding the opening and handling of payroll accounts shall be observed and complied with. This Agreement shall be subject to applicable laws of the Philippines, rules and regulations of the Bangko Sentral ng Pilipinas (BSP), **DBP** and the Bankers Association of the Philippines (BAP), as well as those that may be promulgated hereafter

5. In case of conflict between the Parties arising from this Agreement, both Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute. Existing policies on alternative dispute resolution shall be followed by the Parties.

6. The Parties shall jointly investigate complaints from **CLIENT**'s officers and employees relative to the use of the facility, and each Party warrants and undertakes to provide the information and documents requested by the other Party for the purpose of resolving the complaints

7. Should the Parties fail to reach an amicable settlement of their dispute, all disputes, controversies or claims arising out of or in connection with this Agreement shall be filed exclusively with the proper courts of Makati City

8. All subsequent amendments hereto shall take effect only after written notice and approval of both Parties

ACKNOWLEDGMENT

Republic of the Philippines)
) SS

Before me a Notary Public for and in the City of personally appeared

Name of Authorized Signatory	Competent Evidence Of Identity	Date Issued	Place of Issue

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their true and voluntary act and deed as well as that of the agencies they represent

This instrument refers to a Payroll Servicing Agreement consisting of pages including this page on which this Acknowledgment is written and signed on each and every page by the Parties and their witnesses

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